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Christopher F. Dugan (\*Pro hac vice to be submitted)  
Joseph R. Profaizer (\*Pro hac vice to be submitted)  
Adam J. van Alstyne (\*Pro hac vice to be submitted)  
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Washington, DC 20005  
Tel: (202) 551-1700  
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*Attorneys for Defendant*  
*Fondo Financiero para el Desarrollo de la*  
*Cuenca del Plata ("FONPLATA")*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

- against -

FONDO FINANCIERO PARA EL DESARROLLO DE  
LA CUENCA DEL PLATA  
A/K/A FONPLATA,

Defendant.

Case Number:

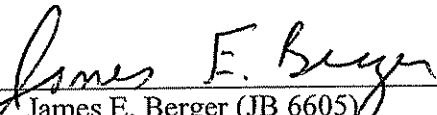
**NOTICE OF FILING IN**  
**COMPLIANCE WITH**  
**LOCAL CIVIL RULE 81.1(b)**

Pursuant to the Local Rules for the United States District Courts for the Southern and Eastern Districts Civil Rule 81.1(b), Defendant Fondo Financiero para el Desarrollo de la Cuenca del Plata ("Fonplata"), in connection with its Notice of Removal in the above captioned

matter to the United States District Court for the Southern District of New York, attaches hereto a copy of all records and proceedings of the above captioned matter which was assigned Index No. 07/110974 in the Supreme Court for the State of New York, New York County.

Dated: New York, New York  
September 11, 2007

PAUL, HASTINGS, JANOFISKY & WALKER LLP

By:   
James E. Berger (JB 6605)  
PAUL, HASTINGS, JANOFISKY & WALKER LLP  
75 East 55th Street  
First Floor  
New York, NY 10022  
Tel: (212) 318-6000  
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E-mail: [jamesberger@paulhastings.com](mailto:jamesberger@paulhastings.com)

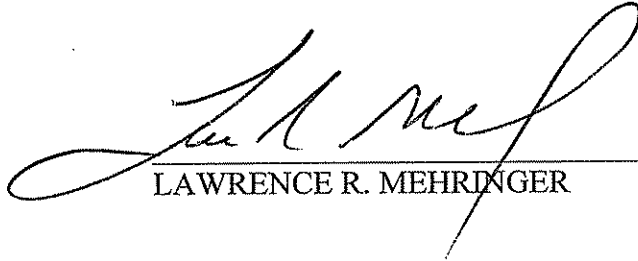
Christopher F. Dugan (\*Pro hac vice to be submitted)  
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E-mail: [adamvanalstyne@paulhastings.com](mailto:adamvanalstyne@paulhastings.com)

*Attorneys for Defendant*  
*Fondo Financiero para el Desarrollo de la Cuenca del*  
*Plata ("FONPLATA")*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that he has caused to be served via UPS overnight a true and correct copy of the foregoing Notice of Filing in Compliance with Local Civil Rule 81.1(b) this 11th day of September, 2007, on the following:

V. David Rivkin, Esq.  
Eric Lindquist, Esq.  
JooYun Kim, Esq.  
FOX HORAN & CAMERINI LLP  
825 Third Avenue, 12th Floor  
New York, NY 10022  
(212) 480-4800



LAWRENCE R. MEHRINGER

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO  
DE LA CUENCA DEL PLATA  
A/K/A FONPLATA,

Defendant.

At the Ex-Parte Motion Office at the  
Supreme Court of the State of New  
York, held in and for the County of  
New York, at the County Court  
House, on the 20 day of

August 20, 2007

**SHERY KLEIN HEITLER**

Judge

Index No. 07/119074

ORDER OF  
ATTACHMENT

**FILED**

AUG 24 2007

CLERK OF COURT  
NEW YORK

WHEREAS an application has been made to the undersigned by plaintiff Oscar David Cortez Uzeda for an Order of Attachment against the property of defendant Fondo Financiero Para el Desarrollo de la Cuenca del Plata a/k/a/ FONPLATA in an action in the Supreme Court,

NOW upon reading and filing the affidavit of the affirmation of V. David Rivkin, Esq., dated August 14, 2007, the affidavit of Oscar David Cortez Uzeda, sworn to July 17, 2007 and exhibits thereto, and the accompanying memorandum of law, and it satisfactorily appearing to the Court that one or more of the grounds for attachment set down in CPLR 6201 exists in favor of plaintiff and against defendant to recover a sum of money in the amount of \$360,288.00 based on a foreign judgment in Bolivia, it is therefore,

On motion of Fox Horan & Camerini LLP, attorneys for plaintiff,

ORDERED that an Order of Attachment be granted, and it is further

ORDERED that plaintiff's undertaking be and the same hereby is fixed in the sum of \$36,028.00 of which amount the sum of \$18,014.00 thereof is conditioned that plaintiff will pay to defendant all costs and damages, including reasonable attorney's fees, which may be sustained by reason of the attachment if defendant recovers judgment or it is finally determined that plaintiff was not entitled to an attachment of defendant's property, and the balance thereof is conditioned that plaintiff will pay to the Sheriff all of his or her allowable fees, and it further

ORDERED that the amount to be secured by this order of attachment, including any interest, costs, and sheriff's fees and expenses shall be \$360,288.00, and it is further

ORDERED that the Sheriff of the City of New York or of any county in the State of New York, attach property of defendant, within his or her jurisdiction, at any time before final judgment by levy upon such properties, including, but not limited to, defendant's bank accounts at: (a) Banco do Brasil, 600 Fifth Avenue 3<sup>rd</sup> Floor – Rockefeller Center, New York, New York 10020; (b) Lloyd's America Inc., The Museum Office Building, 25 West 53<sup>rd</sup> Street 14<sup>th</sup> Floor, New York, New York 10019; (c) Dresdner Bank AG, 1301 Avenue of the Americas, New York, New York 10019; (d) UBS AG, 1285 Avenue of the Americas, New York, New York 10019; (e) Citigroup d/b/a Citibank, N.A., 399 Park Avenue, New York, New York 10043; and (f) Banco Santander Central Hispano S.A., 45 E. 53<sup>rd</sup> Street, New York, NY 10022, as will satisfy the aforesaid sum of ~~\$315,691.44~~ <sup>\$360,288.00</sup>. The Sheriff shall refrain from taking any property levied upon into his or her actual custody pending further order of this court, and it is further

ORDERED that the garnishees' statements required by CPLR 6219 be served, upon the Sheriff within 5 days after levy and that a copy of the garnishees' statements be served upon plaintiff, and it is further

ORDERED that the plaintiff shall move within ten days after levy on such notice as the Court shall direct to the defendant, garnishees, if any, and the Sheriff for an order confirming the order of attachment.

Enter Within Ten Days:



J.S.C.

SHERRY KLEIN PEITLER

FILED

AUG 24 2007

COUNTY CLERK'S OFFICE  
NEW YORK

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO  
DE LA CUENCA DEL PLATA  
A/K/A FONPLATA,

Defendant.  
-----X

Index No. \_\_\_\_\_

AFFIRMATION OF  
V. DAVID RIVKIN

07110974

V. DAVID RIVKIN, an attorney duly admitted to practice law in the courts of the State of New York, affirms the following under penalty of perjury:

1. I am a member of the law firm Fox Horan & Camerini LLP, with offices located at 825 Third Avenue, New York, New York 10022, counsel to plaintiff Dr. Oscar David Cortez Uzeda ("Dr. Cortez"). I am fully familiar with all of the facts and circumstances in connection with this affirmation. I submit this affirmation in support of plaintiff's *ex parte* motion for an order of attachment of the property of defendant Fondo Financiero Para el Desarrollo de la Cuenca del Plata a/k/a/ FONPLATA ("FONPLATA").

2. I respectfully refer the Court to the affidavit of Dr. Cortez, sworn to on the 17<sup>th</sup> day of July 2007 and submitted herewith in support of the within application for a statement of the nature of the action and the grounds for the attachment.

3. The property sought to be attached herein are bank accounts maintained by FONPLATA at:

**FILED**  
AUG 10 2007  
NEW YORK  
COUNTY CLERK'S OFFICE

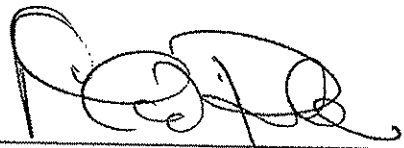
- a. Banco do Brasil  
600 Fifth Avenue 3<sup>rd</sup> Floor – Rockefeller Center  
New York, New York 10020
- b. Lloyd's America Inc.  
The Museum Office Building  
25 West 53<sup>rd</sup> Street 14<sup>th</sup> Floor  
New York, New York 10019
- c. Dresdner Bank AG  
1301 Avenue of the Americas  
New York, New York 10019
- d. UBS AG  
1285 Avenue of the Americas  
New York, New York 10019
- e. Citigroup d/b/a Citibank, N.A.  
399 Park Avenue  
New York, New York 10043
- f. Banco Santander Central Hispano S.A.  
45 E. 53rd Street  
New York, NY 10022

4. On or about August 9, 2007, I spoke by phone with a representative of the Secretary of State and learned that the defendant is neither a New York corporation nor qualified to do business here.

5. Authority for granting an order of attachment upon the aforementioned property is demonstrated in the accompanying memorandum of law.

WHEREFORE, it is respectfully requested that this motion for an order of attachment be granted, together with such other relief as the court deems proper.

Dated: New York, New York  
August 9, 2007

  
V. DAVID RIVKIN

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO :  
DE LA CUENCA DEL PLATA :  
A/K/A FONPLATA, :

Defendant. :  
-----X

Index No. \_\_\_\_\_

07110974

**AFFIDAVIT OF OSCAR DAVID CORTEZ UZEDA**

OSCAR DAVID CORTEZ UZEDA, being duly sworn, deposes and says under penalty of perjury of the laws of the United States of America and the State of New York:

1. I am the plaintiff in the above entitled action and reside at Jorori Street No. 2075 Santa Cruz - Bolivia. I submit this affidavit in support of my motion for an order of attachment of defendant's property, pursuant to CPLR 6201 and CPLR 6211(a).

2. An action has not yet been commenced to recover damages on account of the claims set forth herein to date, but I intend to file a motion for summary judgment in lieu of a complaint against defendant Fondo Financiero Para el Desarrollo de la Cuenca del Plata a/k/a FONPLATA ("FONPLATA") in which I will seek to enforce a money judgment rendered by a Bolivian court against defendant, and in my favor, in the amount of \$315,691.44 with interest from May 24, 2006, and the costs and disbursements of the action. This amount exceeds all counterclaims of which I have any knowledge.

3. A copy of the affidavits and exhibits in support of my planned motion to enforce the Bolivian judgment is attached hereto as Exhibit 1.

4. Defendant FONPLATA is a development fund created by the governments of Argentina, Bolivia, Brazil, Paraguay and Uruguay for the purpose of promoting development of the Plata Basin. Defendant FONPLATA grants loans, bonds, and guarantees to private entities at the request of the member countries in order to finance development projects in the Plata Basin.

5. At all times relevant to this action, FONPLATA maintained its administrative headquarters in Bolivia and according to the convention that created FONPLATA, defendant's administrative employees may avail themselves of all existing labor and social laws in the Republic of Bolivia.

6. In July 1995, I entered into an employment contract with FONPLATA pursuant to which FONPLATA hired me as its treasurer at FONPLATA's administrative headquarters in Bolivia. According to the terms of the July 1995 contract, I was to serve as treasurer – an administrative position – through July 2002.

7. Between July 1995 and July 2000, I received positive evaluations from FONPLATA. For instance, in a April 27, 2000 memorandum, Vicente de Paulo Pereira de Carvalho, FONPLATA's President of Finance and Administration, complimented my experience, diligence, ability to work well under pressure, initiative, discipline and results.

8. The above notwithstanding, in July 2000, FONPLATA fired me without cause and in breach of the July 1995 employment contract between myself and FONPLATA.

9. Accordingly, on October 29, 2002, I brought an action for damages arising from said termination in the Second Trial Court on Labor Matters and Social Security in Santa Cruz de la Sierra, Bolivia ("Trial Court").

10. Despite having been notified of such proceeding, FONPLATA did not appear in its own defense and on March 15, 2003, the Trial Court found FONPLATA in contempt.

11. On August 16, 2003, the Trial Court found that I had proved my *prima facie* case against FONPLATA and that FONPLATA had been duly notified of the proceeding.

Accordingly, the Trial Court entered a default judgment against FONPLATA and awarded me damages and attorneys' fees which, as of May 24, 2006 total \$315,691.44. The court also ordered FONPLATA to pay a Bs. 2,000 (the equivalent of \$253.63 as of July 2, 2007) fee to the Bolivian College of Attorneys Bar Association.

12. FONPLATA has not made any payments in satisfaction of the judgment against it.

13. To the best of my knowledge, FONPLATA is not qualified to do business in New York. While I was treasurer of FONPLATA, I became aware of its assets in New York. Upon information and belief, FONPLATA maintains bank accounts at Banco Do Brasil, Lloyds America Inc., Dresdner Bank AG, UBS AG and Citibank, N.A., (f) Banco Santander Central Hispano S.A. (collectively, the "Garnishees"). FONPLATA's sole assets within the state appear to be the assets in said accounts.

14. Based on these facts and the attached memorandum of law, the affirmation of V. David Rivkin, Esq. and all other evidence attached to these pleadings, it is probable that I will succeed on the merits of this action.

15. No other provisional remedy has been sought in this action against FONPLATA.

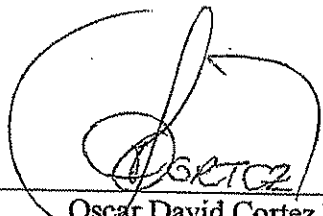
16. Based upon my experience as FONPLATA's treasurer, FONPLATA would not hesitate to dispose of its assets held by the Garnishees in order to evade the enforcement of any

award rendered against defendant in New York or otherwise subject such assets to a lien, with or without the State, taking priority over plaintiff's claim to such property.

17. No previous application has been made for the relief requested.

WHEREFORE, it is respectfully requested that this motion for an order of attachment be granted, together with such other relief as the court deems proper.

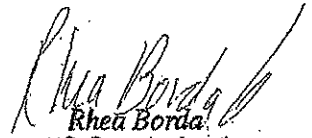
Dated: \_\_\_\_\_, Bolivia  
July 17, 2007

  
\_\_\_\_\_  
Oscar David Cortez Uzeda

Sworn and subscribed before me

this day JUL 17 2007 of 200

Republic of Bolivia }  
Department of Santa Cruz }  
City of Santa Cruz }  
Consular Agency }  
United States of America }

  
\_\_\_\_\_  
Rhea Borda  
U.S. Consular Agent  
Santa Cruz - Bolivia

COMMISSION DOES  
NOT EXPIRE

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO :  
DE LA CUENCA DEL PLATA :  
A/K/A FONPLATA, :

Defendants. :  
-----X

Index No. \_\_\_\_\_

**NOTICE OF MOTION FOR  
SUMMARY JUDGMENT IN LIEU  
OF A COMPLAINT**

PLEASE TAKE NOTICE THAT upon affirmation by Eric Lindquist, and upon affidavits of Oscar David Cortez Uzeda and Rodolfo Melgarejo del Castillo, and the exhibits attached thereto, plaintiff will move this Court at the Submission Part, Room 130, of the Supreme Court Courthouse, 60 Centre Street, New York, New York, on \_\_\_\_\_, 2007 at 9:30 am, or as soon thereafter as counsel may be heard for an order pursuant to CPLR Article 53 (Recognition of Foreign Country Money Judgments) and CPLR § 3213 granting summary judgment in lieu of complaint in favor of plaintiff and against defendant in the amount of \$315,959.04 plus interest thereon calculated at the rate of nine percent (9%) per annum, pursuant to CPLR § 5004, from May 24, 2006, upon the ground that this action is based on a foreign country judgment and that there is no defense thereto, and any such other and further relief as to the court may seem just and proper, together with the cost of this motion

The above entitled action is brought to recognize and enforce a prior judgment rendered against defendant in the Republic of Bolivia, representing sums due plaintiff by order of the Second Trial Court on Labor Matters and Social Security in Santa Cruz de la Sierra, Bolivia.

PLEASE TAKE FURTHER NOTICE that all answering papers shall be served on the undersigned attorneys within thirty (30) days after you are served with the summons.

Dated: New York, New York  
\_\_\_\_\_, 2007

FOX HORAN & CAMERINI LLP

By: \_\_\_\_\_  
Eric Lindquist  
825 Third Avenue  
New York, New York 10022  
(212) 480-4800  
*Attorneys for Plaintiff Dr. Oscar David Cortez  
Uzeda*

To: Fondo Financiero Para el Desarrollo de la Cuenca del Plata  
Avenida Irala 573  
Santa Cruz de la Sierra, Bolivia

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO :  
DE LA CUENCA DEL PLATA :  
A/K/A FONPLATA, :

Defendants. :  
-----X

Index No. \_\_\_\_\_

**AFFIRMATION OF ERIC LINDQUIST**

Eric Lindquist, an attorney duly admitted to practice law in the court of the State of New York, affirms under penalties of perjury as follows:

1. I am a member of the law firm of Fox Horan & Camerini LLP, with offices located at 825 Third Avenue, New York, New York, 10022, counsel to plaintiff Dr. Oscar David Cortez Uzeda.

2. I submit this affirmation in support of the plaintiff's motion for summary judgment in lieu of complaint pursuant to CPLR § 3213 and Article 53 of the CPLR upon the ground that this action is based on a final, conclusive and enforceable judgment against the defendant FONPLATA in the Republic of Bolivia for which there is no defense thereto.

3. In support of this motion, plaintiff also submits the affidavit of Attorney Rodolfo Melgarejo del Castillo, plaintiff's Bolivian counsel, in which Mr. Melgarejo sets forth the facts of how a judgment in the amount of \$315,691.44 was obtained against the defendant. The Bolivian judgment and other pertinent documents are attached to Mr. Melgarejo's affidavit.

4. Additionally, plaintiff submits an affidavit setting forth the factual basis for his claims against defendant.

5. The Mr. Melgarejo's and plaintiff's affidavits also establish that jurisdiction over the defendant was proper, that the defendant was adequately served, and that the defendant had sufficient opportunity to respond to the claims against it. Nevertheless, the defendant chose not to appear or be heard in the Bolivian proceeding.

6. There is no known defense to this action.

Date: New York, New York  
\_\_\_\_\_, 2007

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ERIC LINDQUIST

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X	
OSCAR DAVID CORTEZ UZEDA,	:
	:
	:
Plaintiff,	:
	:
Index No. _____	:
	:
-against-	:
	:
	:
FONDO FINANCIERO PARA EL DESARROLLO	:
DE LA CUENCA DEL PLATA	:
A/K/A FONPLATA,	:
	:
Defendant.	:
-----X	

**AFFIDAVIT OF OSCAR DAVID CORTEZ UZEDA**

OSCAR DAVID CORTEZ UZEDA, being duly sworn, deposes and says under penalty of perjury of the laws of the United States of America and the State of New York:

1. I am the plaintiff in the above entitled action and reside at Jorori Street No. 2075 Santa Cruz - Bolivia. I submit this affidavit in support of my motion for summary judgment in lieu of a complaint against defendant Fondo Financiero Para el Desarrollo de la Cuenca del Plata a/k/a FONPLATA ("FONPLATA") in which I seek the enforcement in New York of a money judgment rendered by a Bolivian court against defendant, and in my favor, in the amount of \$315,691.44 with interest from May 24, 2006, and the costs and disbursements of the action. This amount exceeds all counterclaims of which I have any knowledge.

2. Defendant FONPLATA is a development fund created by the governments of Argentina, Bolivia, Brazil, Paraguay and Uruguay for the purpose of promoting development of

the Plata Basin. Defendant FONPLATA grants loans, bonds, and guarantees to private entities at the request of the member countries in order to finance development projects in the Plata Basin.

3. At all times relevant to this action, FONPLATA maintained its administrative headquarters in Bolivia and according to the convention that created FONPLATA, defendant's administrative employees may avail themselves of all existing labor and social laws in the Republic of Bolivia.

4. In July 1995, I entered into an employment contract with FONPLATA pursuant to which FONPLATA hired me as its Treasurer at FONPLATA's administrative headquarters in Bolivia. According to the terms of the July 1995 contract, I was to serve as treasurer – an administrative position – through July 2002.

5. Between July 1995 and July 2000, I received positive evaluations from FONPLATA. For instance, in a April 27, 2000 memorandum, Vicente de Paulo Pereira de Carvalho, FONPLATA's President of Finance and Administration, complimented my experience, diligence, ability to work well under pressure, initiative, discipline and results.

6. The above notwithstanding, in July 2000, FONPLATA fired me without cause and in breach of the July 1995 employment contract between myself and FONPLATA.

7. On October 29, 2002, I brought an action for damages arising from said termination in the Second Trial Court on Labor Matters and Social Security in Santa Cruz de la Sierra, Bolivia ("Trial Court").

8. Despite having been notified of such proceeding, FONPLATA did not appear in its own defense and on March 15, 2003, the Trial Court found FONPLATA in contempt.

9. On August 16, 2003, the Trial Court found that I had proved my *prima facie* case against FONPLATA and that FONPLATA had been duly notified of the proceeding.

Accordingly, the Trial Court entered a default judgment against FONPLATA and awarded me damages and attorneys' fees which, as of May <sup>24</sup>~~2~~<sup>6</sup>, 2007 total \$315,691.44. The court also ordered FONPLATA to pay a Bs. 2,000 (the equivalent of \$253.63 as of July 2, 2007) fee to the Bolivian College of Attorneys Bar Association.

10. FONPLATA has not made any payments in satisfaction of the judgment against it.

11. I respectfully request that this Court recognize and enforce the full judgment awarded to me and against defendant by the Bolivian Trial Court.

Dated: \_\_\_\_\_, Bolivia  
July 17, 2007

  
\_\_\_\_\_  
Oscar David Cortez Uzeda

worn and subscribed before me  
JUL 17 2007  
is day \_\_\_\_\_ of \_\_\_\_\_ 200\_\_\_\_

Republic of Bolivia }  
Department of Santa Cruz }  
City of Santa Cruz }  
Consular Agency }  
United States of America }

  
Rhea Borda  
U.S. Consular Agent  
Santa Cruz - Bolivia

COMMISSION DOES  
NOT EXPIRE

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
OSCAR DAVID CORTEZ UZEDA,

Plaintiff,

-against-

FONDO FINANCIERO PARA EL DESARROLLO :  
DE LA CUENCA DEL PLATA :  
A/K/A FONPLATA, :

Defendant. :  
-----X

Index No. \_\_\_\_\_

**AFFIDAVIT OF RODOLFO MELGAREJO DEL CASTILLO**

Rodolfo Melgarejo del Castillo, being duly sworn, deposes and says under penalty of perjury of the laws of the United States of America and the State of New York:

1. I am an attorney admitted to practice in the courts of the Republic of Bolivia and am a member of the Bolivian law firm, Melgarejo & Asociados, located at Avda Monseñor Rivero No. 245 Edificio Monseñor Rivero 3er Piso, Of. 3A, Santa Cruz, Bolivia. Our firm is counsel to plaintiff Oscar David Cortez Uzeda, and represented him in his civil action against defendant FONPLATA that is the subject of this application.

2. I am fully aware of the facts set forth herein, and submit this affidavit in support of Dr. Cortez's motion for summary judgment in lieu of complaint against defendant FONPLATA upon the grounds that this action is based on a non-appealable Bolivian judgment and that there is no defense thereto.

3. Dr. Cortez is a citizen of Bolivia. Defendant FONPLATA is a legal entity, with capacity to enter and perform obligations and contracts, organized pursuant to an organizational conven-

tion signed on June 12, 1974 by the governments of Argentina, Brazil, Bolivia, Uruguay, and Paraguay.

4. On October 24, 2002, plaintiff filed, through our firm, a claim against defendant in the Second Trial Court on Labor Matters and Social Security in Santa Cruz de la Sierra, Bolivia (the "Trial Court") for breach of contract (the "Claim"). A true copy of the Claim with English translation is annexed hereto as Exhibit A.

5. As set forth in the Claim, the basis for plaintiff's claim against defendant arises from a *Carta – Contrato* (the "Letter Agreement") entered into by the parties on July 15, 1995. A true copy of the Letter Agreement with English translation is annexed hereto as Exhibit B.

6. As explained in 6-8 of the Affidavit of Oscar David Cortez Uzeda, the Letter Agreement, which was renewed on two occasions, was to expire in July 2002. However, in July 2000, defendant unilaterally terminated plaintiff's employment in breach of the Letter Agreement.

7. On November 13, 2002, plaintiff duly notified defendant of his claim pursuant to a *Remisión de Exhorto* (a "Summons and Complaint") sent to defendant FONPLATA's Executive Secretary, Walter Villalba Saldivar, in the city of Santa Cruz, Bolivia by the *Ministerio de Relaciones Exteriores y Culto* (the "Bolivian Ministry of Exterior Relations and Culture"), in accordance to Bolivian law. A true copy of the Summons and Complaint with English translation is annexed hereto as Exhibit C.

8. Despite receiving proper notice, defendant did not appear in the Trial Court proceedings, and on March 15, 2003, the Trial Court found defendant FONPLATA in contempt. A true copy of the contempt Order is annexed hereto as Exhibit D.

9. On August 16, 2003, the Trial Court entered a default judgment (the "Judgment") against defendant FONPLATA and awarded plaintiff damages and attorneys' fees in the total amount of US \$280,614.62. A true copy of the Judgment is annexed hereto as Exhibit E.

10. Subsequently, on May <sup>24</sup>~~8~~, 200<sup>6</sup>~~7~~, the Clerk of the Second Court on Labor Matter and Social Security certified that as of May <sup>24</sup>~~8~~, 200<sup>6</sup>~~7~~, the Judgment against FONPLATA totaled \$US \$315,691.44, plus Bs. 2,000, a fee to be paid by defendant to the Bolivian College of Attorneys Bar Association. A true copy of the clerk' certification is annexed hereto as Exhibit E.

11. Pursuant to Bolivian law, "la Sentencia Ejecutoriada" → Enforced Sentence, the Judgment is final, conclusive, and enforceable in Bolivia.

12. To the best of my knowledge, no part of the Judgment has been satisfied.

13. The Bolivian court system in which the Judgment was rendered provides impartial tribunals and procedures compatible with due process of law in the United States.

14. The Trial Court had jurisdiction over defendant pursuant to Art. 14 "Convenio de Sede" Headquarters Agreement and had subject matter jurisdiction over the underlying claim pursuant to Bolivian law and Art. 13, Art. 14 "Convenio de sede" → Agreement of sedates.

  
Rodolfo Melgarejo del Castillo

Republic of Bolivia }  
Department of Santa Cruz }  
City of Santa Cruz }  
Consular Agency }  
United States of America }

Sworn to me this 17 day of July, 2007.

Sworn and subscribed before me  
is day JUL 17 2007 of 200\_\_

  
Rhea Borda  
U.S. Consular Agent  
Santa Cruz - Bolivia

COMMISSION DOES  
NOT EXPIRE

YOUR HONOR ON DUTY FOR LABOR MATTERS AND SOCIAL SECURITY

CLAIM: PAYMENTS OF SOCIAL BENEFITS

PETITIONS:

OSCAR DAVID CORTEZ UZEDA, with Nat'l ID Card No. 77778 Cbba., of the age of majority, married, a resident of this city on calle [street] Jororí No. 205, before Your Honor I do respectfully petition:

That by means of the Contract dated July 14, 1995, the FONPLATA Executive Board of Directors, by means of RD No. 614/95 did make provisions to hire me to undertake the position of TREASURER (Sector Head) under the category of International Officer (pgs. 2) setting, by way of the provisions of the Entity's International Policy, the contract terms and probationary period of international employees assigned to FONPLATA, and subject to the following terms (pgs. 1):

- a) The probationary period shall be one year.
- b) Once the probationary period has been completed, in your case a contract will be signed for the duration of two years.
- c) Once the two-year contract has expired, the contract could be extended by mutual agreement between FONPLATA and the employee, of two periods for two years each.

In this regard, the contract duration is for seven years, namely, one year probation, and three two-year periods. Now, according to the Letters Extending the Contract, dated April 18, 1997 (pgs. 4 to 5) and November 18, 1999 (pgs. 6 to 7), the FONPLATA Executive Board of Directors made provisions to extend my contract for the same position and under the same category, that is, for two (2) more periods, with another two-year period pending extension of the Contract.

However at the 98<sup>th</sup> Meeting of the Executive Board of Directors, and by virtue of having supposedly considered the Rotations of the positions for the Area Heads and others, amongst them Treasury, in point 7.21: the Executive Board of Directors...

... illegally decided not to extend my employment contract (see pgs. 17), basing erroneously its position on a supposed rotation of positions, when it conditioned, and I quote, "The beginning of the process for a public call and selection for the position of Treasurer shall be subject to the deliberations of the Executive Board of Directors with regards to the rotation of the positions," which was expressly rejected by the Ministry of Finance. The FONPLATA Governor for Bolivia (the maximum authority in the Organization), who set his position in the communiqués (See pgs. 18 to 23), his peers, the Minister-Governors for Brazil, Argentina, Uruguay, and Paraguay, moreover, instructing Director for Bolivia by means of a NOTE, expressed two points:

FIRST: The Country's position of NOT accepting the rotation of positions, and  
 SECOND: On the basis of an EXCELLENT performance appraisal of the compatriot Dr. Oscar D. Cortez Uzeda, gives way to expressly pronouncing that we maintain Dr. Cortez in his position as Treasurer.

In spite of the EXCELLENT appraisal of my work and performance in the financial years 1996, 1998, and 2000 made by the Area Head (See pgs. 9 to 16) and the express position of our Country to keep me in that position, the Executive Board of Directors did NOT allow the conclusion of the last two-year period of the contract, unilaterally breaking said contract by means of Memo SE-250/2000, (See pgs. 71) without any justifiable cause at all be it of an administrative, labor, legal, or any other order, consequently constituting this in a FORCEFUL REMOVAL, violating articles 156 and 157 of the Political Constitution of the State and Article 4 of the General Labor Law, in spite of the fact that the Master Agreement between the Republic of Bolivia and the *Fondo Financiero para el Desarrollo de la Cuenca del Plata* [Financial Fund for Developing the River Plate Basin] "FONPLATA" (See pgs. 119 to 128) in ARTICLE FOURTEEN establishes that in these cases it shall apply Bolivian law...

... and I quote:

**"The labor practices and social benefits applicable to the FUND's personnel can be established by [FONPLATA] in the sense that its provisions shall not be less advantageous than those in effect in Bolivia; in any case, the administrative personnel hired by the FUND shall be protected by the applicable social and labor laws in the Republic of Bolivia."**

In light of this illegal and arbitrary action, I had no other alternative than to file an Appeal for Constitutional Protection (See pgs. 73 to 75), petitioning that they respect the procedural norms, every time with this implicitly unconstitutional decision infringes upon constitutional guarantees provided for concretely in the Political Constitution of the State in its Articles 156 & 157 regarding the Social System which state, "EMPLOYMENT IS A DUTY AND A RIGHT, AND CONSTITUTES THE BASIS OF [OUR] SOCIAL AND ECONOMIC ORDER, MOREOVER, IT ENJOYS PROTECTION BY THE STATE." The Constitutional Appeal that was processed and resolved on the first matter by the Social and Administrative Chamber of the Honorable Superior District Court declared it LAWFUL (See pgs. 79 to 80) providing "the invalidity of every action by the authority appealed, having to proceed in the manner as so corresponds." It should be mentioned, that in order to have me removed in this manner, they must present me with notice personally, subjecting themselves to the Statutes of the Administrative Tribunal, in accordance with what is provided for in Article 19 of the aforementioned Legal Body. This Constitutional Sentence was APPROVED by the Constitutional Tribunal by means of Sentence N° 1125/01-R, dated October 19, 2001 (See pgs 91 to 95). These documents merit credence as evidence for the express provisions of Article 1296 of the Civil Code.

However, having proceeded with serving notice through the...

...Ministry of External affairs and Worship by means of a Letters Rogatory with the constitutional rulings, presented to the Executive Secretary at FONPLATA, Mr. WALTER VILLALBA SALDIVAR (See pgs. 104 to 110) who replace Pedro Luiz Pinheiro Da Costa in the position, as well as the constant complaints (See pgs. 111 to 118) and the professional performance appraisal for 2000, 1998, 1997, and 1996, on the basis of which the GOVERNOR FOR BOLIVIA expressly instructed the extension of the last contract period (See pgs. 22). The FONPLATA Executive insists and persists in a beseeching manner to keep me outside the institution without any just cause, infringing on the DUE PROCESS which by national provisions and International Agreements should be respected, violating my constitutional guarantees set forth in Articles 156 and 157 of the Social System in the Political Constitution of the State. Under no circumstances did they pay me in full my social benefits which ascend to the sum of US\$ 285,777.51 (TWO HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN 51/100 AMERICAN DOLLARS) as can be evidenced by the attached Severance Slip which expressly states, subject to review and approval by the Ministry of Labor and Social Security.

It being totally ostensible that the former and the current Executive Secretary at FONPLATA, denied compliance with the CONSTITUTIONAL rulings, as well as have no knowledge of the reports made on my behalf by the GOVERNOR FOR BOLIVIA, Lic. Ronald Maclean Abaroa, in his capacity as Minister of Finance, before the Organization and other Governors, to unilaterally by means of Memo SE 250/2000 communicate the discontinuance of my labor relationship with the Organization (FONPLATA) without any defense, complying with FONPLATA's Administrative Tribunal Statutes, constituting this in a FORCEFUL REMOVAL, since in its...

... Article 19 it sets forth that the Executive Secretary should provide for my personal notice, so as to, comply with what is set forth in the aforementioned Article 19, and I quote, "The recourse for appealing before the Tribunal shall be filed, without the penalty of lapsing, within thirty (30) days commencing with and following the PERSONAL NOTIFICATION of the APPEALING PARTY." In rejecting my petition the also don't want to pay me the social benefits which by law correspond to me, in spite of the existence of a CONSTITUTIONAL SENTENCE, it being therefore a totally unconstitutional and illegal decision, to the extent of committing a violation of law of DISOBEDIENCE TO THE RESOLUTIONS IN AN HABEAS CORPUS PROCEEDING AND CONSTITUTIONAL DEFENSE as established in Article 179 Twice of the Penal Code, which in protecting my rights, I will apply whatever way deemed necessary.

For having failed to act on the obligation of the Constitutional Proceedings resolved by the Constitutional Tribunal, as well as the constant claims made not only through the Ministry of Foreign Affairs, but also directly through letters, and not obtaining a favorable response thereto, and with this petition holding to the provisions of Articles 117 to 120 of the Proceedings Code for Labor Matters, I am obliged to file suit for the Payment of Social Benefits for the sum of US\$285,777.51 (TWO HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN 51/00 AMERICAN DOLLARS) directing the legal action against the legal representative of the *Fondo Financiero para el Desarrollo de la Cuenca del Plata*, Mr. WALTER VILLALBA SALDIVAR, since the former [representative], Mr. Pedro Luiz Pinheiro Da Costa, was removed from his position, seeking protection in Articles 4, 6, 10, 12, 13, 44, 48, and 57 of the General Labor Law; and Articles 156 and 156 of the Political Constitution of the State; and Article FOURTEEN of the...

...Master Agreement between the Government of the Republic of Bolivia and the *Fondo Financiero para el Desarrollo de la Cuenca del Plata FONPLATA*, petitioning that Your Honor admit the matter and impart the formalities of Law until the status of pronouncing sentence thereon, declaring PROVEN my claim, and accordingly order the payment and settling the manner I have presented within the term of the third day, plus court costs and expenses.

1ST ADDITIONAL PETITION. The *Fondo Financiero para el Desarrollo de la Cuenca del Plata-FONPLATA* and its legal representative, Mr. WALTER VILLALBA SALDIVAR, Executive Secretary for FONPLATA have their legal domicile in the FONPLATA offices located at Av. Irala 573 [Santa Cruz, Bolivia].

2ND ADDITIONAL PETITION. Taking into consideration that the FONPLATA Executive Secretary, Mr. Walter Villalba Saldivar, is an employee that Bolivia had the courtesy to grant a Diplomatic rank, I request of Your Honor that the notice served to him be done via the Ministry of Foreign Affairs and it also be by Letters Rogatory, inserting the pertinent charges, especially the summons, with his legal domicile being Av. Irala N° 573.

3RD ADDITIONAL PETITION. Since the defending party is an International Body, I petition of Your Honor that intervention be through the Office of the Attorney General (Ministry of the Public) and the Ministry of Foreign Affairs.

4TH ADDITIONAL PETITION. I am attaching in the capacity as preconstituted documentary evidence the documentation on pgs 130.

5TH ADDITIONAL PETITION. I request that Your Honor order that the [original] Master Agreement between the Government of Bolivia and the *Fondo Financiero para el Desarrollo de la Cuenca del Plata FONPLATA*, be removed from the court records and held, and in its place should remain duly legalized photocopies thereof....

...6TH ADDITIONAL PETITION. The professional fees shall be based on the contract signed by both parties.

7TH ADDITIONAL PETITION. Domicile: Av. Monsenor Rivero No. 245, Third Floor, of 3-4.

Justice, etc... - Santa Cruz[, Bolivia], October 9, 2002.

Illegible Signature -- Oscar David Cortez Uzeda -- Plaintiff.

Illegible Signature -- Rodolfo Melgarejo del Castillo -- Attorney.

Presented at 11:40 on the

Twenty fourth day of October, 2002 for the record.

Attached documents to pgs. 121.

Illegible signature

Katherine Vacas Frias

Aide in the Social & Administrative Chamber

Santa Cruz, Bolivia

Lawsuit Lottery

Superior Court of Justice

Social & Administrative Chamber

Lottery Assigns the case to 1<sup>st</sup> Court on Labor Matters and Social Security

Illegible signature

Dr. Johnny Vaca Diez V.D

Member of the Court

Social and Administrative Chamber

Superior District Court

Illegible signature

Dr. Danny Camacho Pereyra

Chamber Secretary

Social and Administrative Chamber

Superior District Court

Received at 11:30 of the 25<sup>th</sup> day

Of October, 2002

For the record.

Illegible signature

Glessi Antelo Salas

AIDE

1<sup>st</sup> Trial Court on Labor Matters and Social

Superior District Court

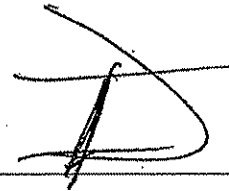
Santa Cruz, Bolivia

**AFFIDAVIT OF TRANSLATOR**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

I, FERNANDO PLANCHART, being duly sworn, depose and state:

1. That I reside at 101 West 78<sup>th</sup> Street, New York, NY 10024;
2. That I am proficient in translation of the Spanish language into the English language; and
3. That I certify that, to the best of my knowledge, the attached translation is accurate.



FERNANDO PLANCHART

Sworn to before me this 9<sup>th</sup> day  
of August, 2007



NOTARY PUBLIC

KATERINA I. GRAJALES  
Notary Public, State Of New York  
No. 01GR5010801  
Qualified in N.Y. County  
Commission Expires 4/5/2011

SANTA CRUZ - BOLIVIA

CONTROL DE EJERCICIO PROFESIONAL

'B' No 217542

Manuel Cortez

SECRETARÍA

23 de octubre de 2007  
MELGAREJO DEL CASTILLO RODOLFOInstituido en el Art. 1º D.S. 19845 de 17/10/93  
Ley Legal de la Abogacía (Asamblea del Colegio 93/0216)

DEL 1999



MANUEL CORTÉZ  
ABOGADO  
CALLE DE LOS HERMANOS  
SANTA CRUZ - BOLIVIA

1234

MELGAREJO &amp; ASOCIADOS

SEÑOR JUEZ DE TURNO DE TRABAJO Y SEGURIDAD SOCIAL

1 DEMANDA COBRO DE BENEFICIOS  
2 SOCIALES.-  
3 OTROSIES.-  
4 OSCAR DAVID CORTÉZ UZEDA con C.I. Nº 777178  
5 Cbba., mayor de edad, casado, domiciliado en calle Jorori Nº  
6 2075 de esta ciudad, ante Vs. Rs. respetuosamente digo:  
7 Por el Contrato de fecha 14 de Julio de 1.995 el  
8 Directorio Ejecutivo de FONPLATA por R.D. Nº 614/95. dispone mi  
9 contratación para desempeñar el cargo de TESORERO (Jefe del  
10 Sector) en la categoría Funcionario Internacional (Fs. 2),  
11 fijando las disposiciones de Política Internacional de la  
12 entidad los plazos de los contratos y periodos de prueba de los  
13 funcionarios internacionales que se designa en FONPLATA y que  
14 están sujetos a los siguientes términos (Fs. 1):  
15 a) El periodo de prueba será de un año.  
16 b) Cumplido el periodo de prueba se celebrará en su caso el  
17 contrato por un término de dos años.  
18 c) Vencido el término de dos años, el contrato podrá ser  
19 prorrogado de común acuerdo entre FONPLATA y el funcionario  
20 por dos periodos de dos años cada uno.  
21 En este sentido son 7 años de contrato, esto es, 1 año de  
22 prueba y 3 periodos de 2 años cada uno. Ahora bien, de acuerdo a  
23 las Cartas Prorrogas de Contratos de fechas 18 de Abril de 1.997  
24 (Fs. 4 a 5) y 18 de Noviembre de 1.998 (Fs. 6 a 7), el Directorio  
25 Ejecutivo de FONPLATA dispuso la prorrogación de mi contratación en  
26 el mismo cargo y bajo la misma categoría, esto es, por dos (2)  
27 periodos más, quedando pendiente un otro periodo de dos años de  
28 prorrogación de Contrato.  
29 Sin embargo, en la 98ª Reunión del Directorio Ejecutivo y  
30 en virtud de haber considerado supuestamente la Rotatividad de  
los cargos desde las Jefaturas de Áreas y otros, entre ellos la

Atestada en el punto 7.2.1: el Directorio Ejecutivo.  
Ab. Montalvo Quintero # 243 Edif. Montalvo Quintero Piso # 3 Of. 3-21 Fonos. 369177 334701 Fax 339970 Santa Cruz - Bolivia

C. 24 de Septiembre # 557  
Teléfono: 339285 - 343098

Nº 092613

VALIDO SOLO PARA  
INGRESAR ESTA CAUSA

Demandante: Oscar D. Cortez U.

Demandado: FONPLATA

Asunto: LABORAL

Abogado: RODOLFO CASTILLO

Folios: 2410 c.l.

Contado por

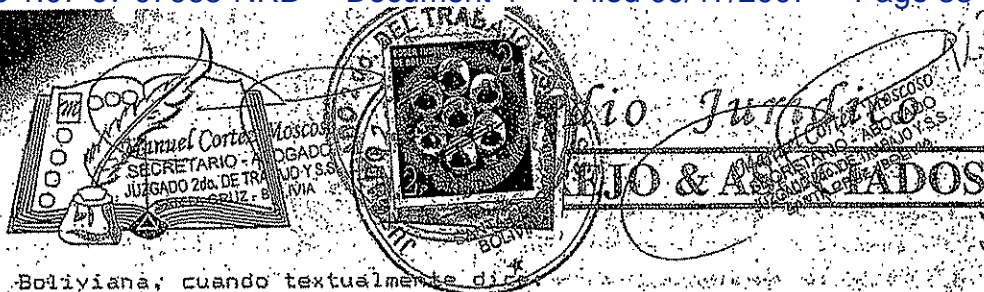
ilegalmente decide NO prorrogar el plazo de mi contrato de trabajo (Véase fs. 17); fundamentando erróneamente su posición en una supuesta rotatividad de cargos, cuando condiciona textualmente "El inicio del proceso de convocatoria y selección para el cargo de Tesorero estará sujeto a las deliberaciones del Directorio Ejecutivo con relación a la rotatividad de los cargos", que fuera expresamente rechazada por el Ministro de Hacienda, Gobernador de Bolivia ante FONPLATA (máxima autoridad en el Organismo), que fijó su posición en comunicaciones (Véase fs. 18 a 23) a sus pares los Ministro-Gobernadores de Brasil, Argentina, Uruguay y Paraguay, además instruyendo mediante NOTA al Director por Bolivia expresamente dos puntos:

PRIMERO.- La posición del País de NO aceptar la rotación de cargos, y

SEGUNDO.- Basado en la EXCELENTE evaluación del compatriota Dr. Oscar D. Cortez Uzda lo que da lugar a un pronunciamiento expreso de mantener en su cargo de Tesorero al Dr. Cortez.

Pese a la EXCELENTE evaluación de mi trabajo desempeñado en las gestiones 1996, 1998 y 2000 efectuada por parte del Jefe de Área (Véase fs. 9 a 16) y la expresa posición nuestro País de mantenerme en el cargo; "el Directorio Ejecutivo" Itinerante NO permitió la finalización del último periodo del contrato por los dos últimos años, quebrantando así unilateralmente el mismo, mediante CITE SE-250/2000 (Véase fs. 71) sin absolutamente ninguna causa justificada de orden Administrativo, Laboral, Jurídica o de cualquier índole, constituyendo consecuentemente esto un RETIRO FORZOSO violando los artículos 156 y 157 de la Constitución Política del Estado, artículo 4 de la Ley General del Trabajo; pese a que el Convenio de Sede entre la República de Bolivia y el Fondo Financiero para el Desarrollo de la Cuenca del Plata "FONPLATA" (Véase fs. 119 a 128) en su ARTICULO DECIMO

CUARTO establece que en estos casos es de aplicación la Ley



Boliviana, cuando textualmente dice:

"El régimen laboral y de beneficios sociales aplicable al personal del FONDO podrá ser establecido por el FONDO en el sentido de que sus disposiciones no serán menos ventajosas que las vigentes en Bolivia; en todo caso el personal administrativo contratado por el FONDO se encontrará amparado por las leyes sociales y laborales vigentes en la República de Bolivia".

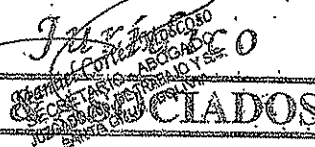
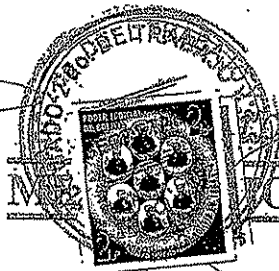
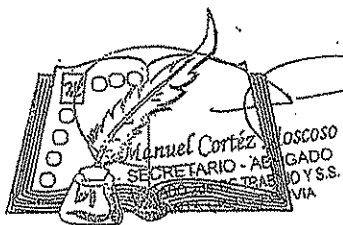
Ante este acto ilegal y arbitrario, no tuve otra alternativa que interponer un Recurso de Amparo Constitucional (Vease fs. 73 a 75), pidiendo se respeten las normas procesales, toda vez que con esa determinación inconstitucional implícitamente se conculcó las garantías constitucionales previstas en el Régimen Social de la Constitución Política del Estado; concretamente, los artículos 156 y 157 que determinan "EL TRABAJO ES UN DEBER Y UN DERECHO, Y CONSTITUYE LA BASE DEL ORDEN SOCIAL Y ECONOMICO"; ADENAS "GOZAN DE LA PROTECCION DEL ESTADO"; Recurso Constitucional que fue procesado y resuelto en primera instancia por la Sala Social y Administrativa de la Respectable Corte Superior del Distrito declarándolo PROCEDENTE (Vease fs. 79 a 80) y disponiendo "la nulidad de toda actuación de la autoridad recurrida, debiendo procederse en la forma que corresponde", vale decir, que para retirarme de esa forma necesariamente debían notificarme personalmente, sujetándose al Estatuto del Tribunal Administrativo, conforme lo dispone el artículo 19 del citado cuerpo legal. Esta Sentencia Constitucional fue APROBADA por el Tribunal Constitucional mediante Sentencia N° 1125/01-R de fecha 17 de Octubre del 2001 (Vease fs. 91 a 96), documentos que merecen entera fe probatoria por expresa determinación del artículo 1,296 del Código Civil.

No obstante de haberse procedido a la notificación vía  
Av. Monseñor Rivero # 245 Edif. Monseñor Rivero Piso # 3 Of. 3-A Fonos: 369177 334701 Fax 339970 Santa Cruz - Bolivia

Cancillería mediante exhorto suplicatorio con los fallos

30 Constitucionales, al Secretario Ejecutivo de FONPLATA, señor  
31 WALTER VILLALBA SALDIVAR (Vease fs. 104 a 110) que sustituyó en  
32 el cargo a Pedro Luiz Pinheiro Da Costa, así como a los  
33 continuos reclamos (Vease fs. 111 a 118) y la evaluación de  
34 desempeño profesional de los años 2000, 1998, 1997 y 1996 en  
35 base a los cuales el GOBERNADOR POR BOLIVIA instruyó  
36 expresamente la prorroga por el último periodo del contrato  
37 (Vease fs. 22), el Ejecutivo de FONPLATA insiste y persiste en  
38 forma obsecada a mantenerme fuera de la institución sin ninguna  
39 causa justificada, conculcándose el DEBIDO PROCESO que por  
40 disposiciones nacionales y Convenios Internacionales debe  
41 respetarse, violentando mis garantías constitucionales previstas  
42 en los Arts. 156 y 157 del Régimen Social de la Constitución  
43 Política del Estado, por cuanto tampoco me canceló la totalidad  
44 mis beneficios sociales que alcanzan la suma de \$us 285.777,51  
45 (DOSCIENTOS OCHENTA Y CINCO MIL SETECIENTOS SETENTA Y SIETE  
46 51/100 DOLARES AMERICANOS) conforme se evidencia por el  
47 finiquito adjunto que expresamente dice sujeto a revisión y  
48 aprobación por el Ministerio del Trabajo y Seguridad Social.-

49 Siendo totalmente ostensible que el anterior y el actual  
50 Secretario Ejecutivo de FONPLATA, se negaron a dar cumplimiento  
51 a los fallos CONSTITUCIONALES así como desconocer los informes  
52 realizados en mi favor por el GOBERNADOR POR BOLIVIA, Lic.  
53 Ronald Maclean Abares, en su calidad de Ministro de Hacienda,  
54 ante el Organismo y demás Gobernadores, en forma unilateral  
55 mediante CITE-SE 250/2000 me comunican la cesación de mi  
56 relación laboral con el Organismo (FONPLATA) sin embargo,  
57 cumplir con el Estatuto del Tribunal Administrativo de FONPLATA,  
58 CONSTITUYENDO ESTO UN RETIRO FORZOSO toda vez que en su



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Cento v. Estado

artículo 19 señala que la Secretaría Ejecutiva debió disponer mi  
 1 notificación personal, para cumplir con el mencionado artículo  
 2 19 que textualmente dice: "Los recursos de apelación ante el  
 3 Tribunal deberán interponerse, en pena de caducidad, dentro de  
 4 las 30 días corridos y siguientes de la NOTIFICACIÓN PERSONAL AL  
 5 RECURRENTE". Al rechazar mi petitorio, curiosamente tampoco  
 6 quieren cancelarme los beneficios sociales que por ley me  
 7 corresponde, pese a la existencia de una SENTENCIA  
 8 CONSTITUCIONAL, siendo por lo tanto esa determinación totalmente  
 9 inconstitucional e ilegal, al extremo de cometer el delito de  
 10 DESOBEDECIMIENTO A RESOLUCIONES EN PROCESO DE HABEAS CORPUS Y AMPARO  
 11 CONSTITUCIONAL previsto en el artículo 179-Bis del Código Penal,  
 12 que en resguardo de mis derechos haré valer por la vía que  
 13 corresponde.  
 14 Al haberse hecho caso omiso al Amparo Constitucional  
 15 resuelto por el Tribunal Constitucional, así como a los  
 16 constantes reclamos realizados tanto vía Cancillería como  
 17 directamente mediante cartas, al no obtener una respuesta  
 18 favorable, guardando la presente demanda las previsiones de los  
 19 artículos 117 a 120 del Código Procesal del Trabajo, me veo  
 20 obligado a demandar el CUBRO DE MIS BENEFICIOS SOCIALES en la  
 21 suma de \$us 285.777,51 (DOSCIENTOS OCHENTA Y CINCO MIL  
 22 SETECIENTOS SETENTA Y SIETE 51/100 DOLARES AMERICANOS),  
 23 dirigiendo la acción en contra del personero legal actual del  
 24 Fondo Financiero para el Desarrollo de la Cuenca del Plata -  
 25 FONPLATA, señor WALTER VILLALBA SALDIVAR, al haber sido  
 26 removido de sus funciones el anterior, señor Pedro Luiz Pinheiro  
 27 Da Costa, amparado en los artículos 4, 6, 10, 12, 13, 44, 48 y  
 28 57 de la Ley General del Trabajo, arts. 156 y 157 de la  
 29